

SPA 97-081

ADC Contract No.
010052DC

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
2200 North Central Avenue, Suite 301
Phoenix, Arizona 85004

INMATE WORK CONTRACT

This **Contract** is entered into between and among the **Arizona Department of Transportation**, herein after referred to as the **Contractor**, the Director of the **Arizona Department of Corrections**, hereinafter known as the **Department**, and **Correctional Services Corporation**, for and on behalf of its **Arizona State Prison-Phoenix West**, herein after referred to as **CSC or ASP-PW**, as applicable.

This document, including the Scope of Services, Standard Work Provisions, any Amendments, Attachments or modifications, shall constitute the entire Contract between the parties and supercedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

ARIZONA DEPARTMENT OF TRANSPORTATION

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual

Date

Joseph O'Neill

Typed Name

Assistant Director

Typed Title

2225 South 22nd Avenue

Phoenix, Arizona 85009

Address

Signature of Authorized Individual

Date

Michael J. Smarik

Typed Name

Assistant Director, Division of Administrative Services

Typed Title

2005 North Central Avenue, Suite 600

Phoenix, Arizona 85004

Address

Additional Signatures as Applicable

CORRECTIONAL SERVICES CORPORATION

ARIZONA DEPARTMENT OF CORRECTIONS

Signature

Date

J. C. Keeney

Typed Name

Warden, Arizona State Prison-Phoenix West

Typed Title

Signature

Date

Charles L. Ryan

Typed Name

Deputy Director, Prison Operations

Typed Title

SCOPE OF SERVICE			ADC Contract No. 010052DC
Authority to Contract ADC: A.R.S. §41-1604 et. seq. §31-252, §31-254, §31-255	Authority to Contract CSC: ADC Emergency Contract No. 010080DC	Authority to Contract Contractor: A.R.S. §28-363 et. seq.	Expiration Date: Concurrent with ADC Emergency Contract No. 010080DC

WITNESSETH

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and

WHEREAS, in accordance with Arizona Revised Statutes A.R.S. §41-1609 and §41-1609.01, as amended, the Department has a current contract with CSC, a private business organization, to operate and manage ASP-PW a secure private prison to provide housing and treatment to inmates committed to the Department who demonstrate a need for substance or alcohol abuse intervention, and

WHEREAS, the Director of the Department may authorize inmate work crews from State institutions or contracted private prisons to perform acceptable tasks in any part of the State, and

WHEREAS, A.R.S. §31-254A does not apply to the provisions of services or labor addressed in this Contract, and

WHEREAS, the Contractor has a need for a labor force to support its automobile detail and general janitorial projects, and

WHEREAS, CSC is able to supply an inmate labor pool from ASP-PW to support this work program,

NOW, THEREFORE, the Department, CSC/ASP-PW and the Contractor do hereby agree as follows:

I. DEFINITIONS:

For purposes of this Contract, the following definitions shall apply:

- A. **ALCOHOL ABUSE TREATMENT FUND (AATF)**. A fund authorized by A.R.S. §31-255, as amended, into which the Department deposits 67% of wages received by DUI inmates for work performed under inmate public work Contracts. The remaining 33% of wages earned is deposited in the inmate's individual trust account.
- B. **ASP-PW PROCEDURES**. Procedures based on Department written instructions that have been approved by the Department relative to the operation, management and maintenance of ASP-PW.
- C. **ASP-PW WARDEN**. The individual employed by ASP-PW and charged with the overall responsibility to manage and operate ASP-PW.

- D. **DEPARTMENT MONITOR**. Department employee assigned to ASP-PW who serves as the liaison between the Department and ASP-PW regarding matters that arise as a result of the daily monitoring of the services provided by this Contract.
- E. **DEPARTMENT WRITTEN INSTRUCTIONS**. Department regulations and management directives issued by executive staff of the Department which govern the administration and operation of the Department and ASP-PW consistent with State statutes, rules and sound correctional practices.
- F. **DUI INMATE**. An inmate committed to the Department under A.R.S. §28-1382 for driving while under the influence of intoxicating liquor, drugs or vapor releasing substances.

II. THE CONTRACTOR AGREES:

- A. To provide technical and job supervision required to accomplish work assignments.
 - 1. Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and the correct way to complete each task. Technical supervisors **teach** assigned inmates how to complete their job assignments.
 - 2. Job supervision means the Contractor's staff shall supervise inmates in accordance with Department Order 713.02, Levels of Supervision, during the workday to ensure the inmates are supervised and accounted for. Job supervision shall also include scheduled telephonic reports of inmate counts to ASP-PW by the Contractor's staff.
 - 3. Information requested by ASP-PW/Department relative to the identity of assigned supervisors shall be provided.
 - 4. Assigned inmates shall wear their identification cards at all times at the work site.
 - 5. Assigned inmates shall wear distinctive clothing as approved by the Department.
- B. That should the Contractor's technical and/or job supervisor(s) change subsequent to initiation of this Contract, the Department Monitor and ASP-PW shall be notified at least two (2) workdays **prior** to the impending change, to permit completion of the Department's approval process. If prior notice is not possible, the Department Monitor may direct the ASP-PW Warden to withhold the inmate work crew until the necessary approval process is completed.
- C. To assign work days/hours and work locations subject to the concurrence of the Department Monitor and ASP-PW. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- D. To provide transportation of inmate workers to and from the work site(s) in Contractor owned vehicles only. Inmate workers **shall not** be transported in privately owned vehicles at any time.

- E. To provide necessary tools/equipment, water, sanitary facilities and any special clothing required to accomplish work assignments, to include foul weather gear, e.g. rubber boots, raincoats, etc.
- F. To provide, if applicable, pesticide protection and hazardous material training for inmates prior to initiating the work activities described in this Contract.
- G. To provide emergency medical services for inmates at the work site(s).
- H. That inmates assigned to this work program **shall not** drive a vehicle (over-the-road designation or otherwise) as part of their job responsibilities.
- I. To obtain Department and ASP-PW approval at least two (2) workdays prior to initiating any changes in the following areas:
 - 1. Work tasks.
 - 2. Equipment/tools used
 - 3. Chemicals used
 - 4. Work site(s)
- J. That, if applicable, work projects shall be completed in compliance with all required City, County, Federal and State standards and/or building codes.
- K. To designate a staff member who shall serve as a liaison between the Contractor, Department Monitor and ASP-PW in developing and coordinating work schedules, hours and transportation. The Contractor shall ensure that ASP-PW and the Department Monitor are given the name and phone number/extension of the contact person.
- L. To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract.
- M. To maintain the work site in the manner/condition in which it was approved by the Department Monitor and ASP-PW as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site, the following procedure shall be followed:
 - 1. Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department Monitor and ASP-PW.
 - 2. The Contractor shall provide written notice to ASP-PW if changes or alterations are planned for the work site **prior** to any change or alteration being accomplished.
 - a. The Department Monitor, ASP-PW, and the Contractor shall conduct an inspection of the work site. If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department Monitor and ASP-PW.

- b. If in the opinion of the Department Monitor and ASP-PW, said security/safety concern(s) poses an immediate threat to the inmate workers, ASP-PW may withhold further assignments of the inmate work crew until the concern is rectified.
- 3. Failure on the part of the Contractor to respond to the request for corrective action from the Department Monitor and ASP-PW under circumstances described in Paragraphs 1 and 2 above shall result in the immediate suspension of the work program.
 - a. The parties to this Contract may meet to discuss resolution.
 - b. If resolution cannot be achieved, the Department Monitor shall have the option to either disapprove the assignment of inmates to the involved work site, or terminate this Contract.
 - c. The Contractor shall make final payment to ASP-PW as directed herein.
- N. To pay for inmate labor services at an hourly rate of seventy-five cents (\$.75) per hour, to include approved extra hours as authorized by the Department Monitor and ASP-PW.
- O. That inmates shall not work extra hours, which is defined as hours worked in excess of forty (40) hours per week, without the prior approval of the Department Monitor and ASP-PW. Upon approval, the Contractor shall:
 - 1. Advise the Department Monitor at least twenty-four (24) hours prior to the inmates scheduled time of departure of the need to work extra hours. The Department Monitor shall follow established institution notification procedures to obtain approval to keep assigned inmates longer than their usual work hours and ensure security supervision is provided.
 - 2. Inmates shall be paid at the rate of straight time for all hours worked.
- P. To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:
 - 1. ASP-PW shall provide the Contractor with a **Daily Inmate Roster**, as shown by Attachment #1. The Contractor shall complete the Daily Inmate Roster and include the signature(s) of the inmate(s) and the Contractor's staff supervisor. The original roster shall be returned to ASP-PW on a daily basis.
 - 2. Each month the Contractor shall complete a **Monthly Payment Detail**, as shown by Attachment #2. The Contractor may computerize this Attachment, but shall ensure that all required information is provided.
 - 3. The original **Monthly Payment Detail** and payment shall be rendered within ten (10) workdays after receipt of the ASP-PW invoice. Checks shall be made payable to **Arizona Department of Corrections/Arizona State Prison-Phoenix West** and sent to the following address:

Arizona State Prison-Phoenix West
Attn: Business Manager
3402 West Cocopah Street
Phoenix, Arizona 85009

- Q. To initiate Incident Reports in accordance with Department Order #105, Information Reporting, as shown by Attachment #3, when inmate behavior and/or situations dictate such reports are necessary. Reports shall be on the authorized report forms supplied by the Department Monitor and upon completion shall be submitted to ASP-PW Administration.
- R. To supply data necessary for background checks on all employees in direct and continuous contact with inmate workers, i.e., name, date of birth, social security number and finger print cards.
- S. To comply with Department written instructions and ASP-PW procedures that have bearing upon the Contractor fulfilling assigned obligations under the terms of this Contract.
- T. To employ adequate loss prevention procedures relative to Contractor's business operations in order to minimize job related injuries.

III. CSC/ASP-PW AGREES:

- A. To provide a mutually agreed number of inmates, subject to the approval and authorization of the Department and availability of said work force, to support the Contractor's automobile detail and general janitorial projects.
 - 1. Work duties shall include, but need not be limited to, the following: wash, wax, and clean automobile interiors and general janitorial tasks to be performed within the same work area.
 - 2. Inmates shall be screened and approved by the Department Monitor and ASP-PW for assignment to the Contractor's work projects, in accordance with Department written instructions.
 - 3. ASP-PW shall remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
 - 4. Assigned inmates shall wear their identification cards at all times at the work site.
 - 5. Assigned inmates shall wear distinctive clothing as approved by the Department.
- B. To provide security supervision of inmates in accordance with Department policy and ASP-PW procedures.
- C. To provide the Contractor with a **Daily Inmate Roster** listing inmates assigned to the work crew each workday, as shown by Attachment #1. Each day's roster shall be maintained by ASP-PW for monthly invoicing purposes. ASP-PW may computerize this Attachment, but shall ensure that all required information is provided.

- D. To be responsible for feeding the inmates and furnishing all clothing, except special protective clothing.
- E. To ensure provision of medical services for inmate injuries or illness at the work site(s).
- F. To designate a contact person who shall function as a liaison between ASP-PW, the Contractor and Department Monitor in developing and coordinating work schedules, hours and transportation. ASP-PW shall ensure that the Contractor and the Department Monitor are given the name and phone number/extension of the contact person.
- G. To keep the Department Monitor informed as to the daily operation of this work program.
- H. That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by the custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section II, Paragraph M. of this Contract shall be followed.
 - 1. All verbal communications between the Department Monitor, ASP-PW and the Contractor regarding security/safety issues, or work site alterations shall be documented in writing for file.
 - 2. All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- I. That if circumstances arise during the term of this Contract which prohibit the assignment of inmates for work assignments (such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc.) the following guidelines shall govern:
 - 1. ASP-PW shall provide immediate verbal notice to the Contractor and the Department Monitor if circumstances at ASP-PW will impact work activities.
 - 2. ASP-PW shall ensure written documentation is maintained to explain a work program suspension due to circumstances described herein. Copies of all related documentation shall be provided to the Department Monitor.
 - 3. ASP-PW shall provide written notice to the Contractor with a copy to the Department Monitor indicating when the work program can resume.
 - 4. The Contractor shall not hold the Department or ASP-PW liable for failure to perform, or in default of Contract terms due to circumstances described above.
- J. To invoice the Contractor by the fifth of each month for services provided the previous month. The **Monthly Payment Detail** (Attachment #2) shall function as the monthly invoice and shall be completed by ASP-PW based on information contained in the **Daily**

Inmate Roster(s) (Attachment #1) for the previous month. Invoices shall be sent to the Contractor at the following address:

Arizona Department of Transportation
Attention: Business Manager
2225 South 22nd Avenue
Phoenix, Arizona 85009

- K. To maintain monthly records of inmate work hours for payment reconciliation purposes and for purposes related to the requirements of the current Contract between the Department and CSC.
- L. To keep the Department Monitor and Contractor informed of any changes in procedures affecting this Contract.
- M. To ensure compliance with all insurance and indemnification requirements described in it's current Contract with ADC for the operation and management of ASP-PW.

IV. THE DEPARTMENT AGREES:

- A. To assign a Department Monitor to ASP-PW who shall serve as a liaison between the Contractor, Department, and ASP-PW. The Department Monitor shall provide the Contractor with the telephone number and extension at ASP-PW where the Monitor can be reached.
- B. That the Department Monitor assigned to ASP-PW shall provide oversight, direction, and coordination of this Contract as indicated below.
 - 1. Approve and authorize inmates to be assigned to the work project.
 - 2. Inspect each work site with an ASP-PW representative prior to initiation of work activities relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by the custody level of assigned inmate workers and assigned work responsibilities.
 - 3. Provide training to Contractor's staff who will be involved in supervision or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract.
 - a. Subsequent to Contract execution, training shall be available and provided to any new staff the Contractor may assign to the work program.
 - b. Refresher up-dates/courses shall be made available to the Contractor's staff on an as needed basis, but no more frequently than quarterly.
 - 4. Inform the Contractor of Department written instructions and ASP-PW procedures and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
 - 5. Approve, with the concurrence of the ASP-PW Warden, requests from the Contractor for inmates to work extra hours.

- 6. Coordinate administrative/legal issues or information relative to this Contract to ensure that the parties to this Contract and appropriate Department representatives are informed.
 - a. Issues/information may include: problems; disputes; notices; work program suspensions; and termination.
 - b. Written documentation shall be maintained explaining actions taken and resolutions achieved.
- C. To approve in writing the Contractor's operational supervisor(s) assigned to this work program, in accordance with Department written instructions, prior to initiation of this Contract.

V. IT IS MUTUALLY AGREED THAT:

- A. This Contract shall be effective when all signatures are affixed or upon execution of ADC Emergency Contract No. 010080DC between CSC and the Department, whichever is later. The expiration date shall coincide with the expiration of ADC Emergency Contract No. 010080DC between CSC and the Department for the operation of ASP-PW. All services are contingent upon availability of funds and resources to the parties with which to carry out respective and mutual obligations under this Contract.
- B. During the term of this Contract, the Department shall have the right to suspend the work program due to unavailability of resources. In this event the Department shall provide written notice to the Contractor's contact person and copy the Department's Contract Administration Office for master file documentation. If the work program is reinstated the Contractor shall be required to provide proof of the required insurance coverages prior to the continuation of the work program.
- C. If a discrepancy in payment, or payment records is identified by any party to this Contract, the party discovering the discrepancy shall notify the other parties in writing within ten (10) workdays after discovery. All parties shall resolve the discrepancy by comparison and reconciliation of records. If the parties cannot reach an agreement, the Department shall mediate to resolve the discrepancy.
- D. This Contract may be terminated without cause by any party by provision of prior written notice to the other. Such notice shall be effective ten (10) days after mailing by certified mail, return receipt requested, to the other parties.
- E. Upon termination of this Contract in accordance with Section V., Paragraph D., all remaining monetary obligations up to the termination date shall be satisfied as follows:
 - 1. All outstanding payments for services provided by the terms of this Contract shall be forwarded to ASP-PW by the Contractor in the format and to the location specified herein. Said payment shall be made by the Contractor within two (2) weeks after termination of the Contract.

2. Payments made by the Contractor to the Department shall be in agreement with ASP-PW's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, the Department may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the **Notice of Termination**.
- F. Each party to this Contract shall retain for inspection and audit by the State all books, accounts, reports, files and other records relating to the performance of this Contract for a period of five (5) years after its completion. Upon request by any party to this Contract, a legible copy of all such records shall be produced at the administrative office of the requesting party or at the Office of the State Auditor General. The original of all such records shall also be available and produced for inspection and audit when requested by any party or the Auditor General to verify authenticity of copy.
- G. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- H. It is acknowledged that the Department and the Contractor are insured under the Arizona Risk Management Program (A.R.S. §41-6221) with respect to any liability arising from the acts and omissions of the Contractor's or the Department's employees or agents arising out of the performance of this Contract.
- I. The Risk Management Division of the Arizona Department of Administration shall review and investigate all claims of Contractor personal property loss due to alleged negligence by the Department.
- J. Changes to the Contract to accomplish the following may be handled by written notice rather than formal amendment. All other changes shall be accomplished by formal amendment, signed by all parties.
 1. Change of address of Contractor, CSC, or Department.
 2. Change of Contractor, CSC or Department authorized signatories, or designees, unless such change impacts respective obligations under this Contract.
 3. Change in the name or address of the person(s) to whom notices, invoices, or payments are to be sent.
 4. Changes to the following Attachments are subject to mutual agreement of all parties to this Contract. If changes are made to an Attachment the revised Attachment shall govern. The former Attachment shall be retained in the Master Contract File for documentation purposes.
 - a. Attachment #1, Daily Inmate Roster
 - b. Attachment #2, Monthly Payment Detail
 - c. Attachment #3, Department Order #105

- K. This Contract is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are incorporated herein.
- L. Each party to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes.
- M. Each party to this Contract shall comply with State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state employment laws, rules and regulations, including the Americans With Disabilities Act. The Contractor shall take action to ensure that applicants for employment and employees are not discriminated against due to race, religion, age, sex, national origin or disability.
- N. The terms of this Contract are intended to define the respective rights and obligations of the Department, ASP-PW and the Contractor. Nothing expressed herein shall create any rights or duties in favor of the inmates or any other party of any kind or nature.
- O. Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.

**STANDARD WORK PROVISIONS
INMATE WORK PROGRAMS**

**Contract No.
ADC Contract No.
010052DC**

WORK PROGRAMS UTILIZING CONTRACTOR JOB SUPERVISION

All references to "**Contractor**" shall mean the Arizona Department of Transportation.

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and **no** information shall be released without prior written authorization from a representative of the Department.

STANDARD WORK PROVISIONS
INMATE WORK PROGRAMS

Contract No.
ADC Contract No.
010052DC

- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food, soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- M. An authorized representative of the Department and/or ASP-PW shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- N. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- O. Any allegations of non-compliance with Department Written Instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

DEPARTMENT OF CORRECTIONS
DAILY INMATE ROSTER

Attachment #1
ADC Contract No.
010052DC

ADC Contract No.: 010052DC

Page ____ Of ____

Contractor: Arizona Department of Transportation

Site Location: _____

Private Prison: ASP-PW Owned and Operated by CSC

Reporting Date: ____/____/____
(M / D / Y)

	INMATE NAME	INMATE NUMBER	HOURS WORKED	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Authorized Signature

Date

Original to Institution Providing Labor

Arizona State Prison-Phoenix West
Attn: Business Manager
3402 West Cocopah Street
Phoenix, Arizona 85009

DEPARTMENT OF CORRECTIONS
MONTHLY PAYMENT DETAIL

Attachment #2
ADC Contract No.
010052DC

ADC Contract No.: 010052DC

Page ____ Of ____

Contractor: Arizona Department of Transportation

Site Location: _____

Private Prison: ASP-PW Owned and Operated by CSC

Reporting Period: From: _____ To: _____

(M/D/Y)

(M/D/Y)

#	INMATE NAME	INMATE NUMBER	RATE OF PAY	HOURS	TOTAL PAY
1					\$
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
TOTAL					\$

Authorized Signature

Date

Original to Institution Providing Labor

Arizona State Prison-Phoenix West
Attn: Business Manager
3402 West Cocopah Street
Phoenix, Arizona 85009

DEPARTMENT ORDER 105
INFORMATION REPORTING


 <p>ARIZONA DEPARTMENT OF CORRECTIONS</p> <p>DEPARTMENT ORDER MANUAL</p>	CHAPTER: 100 AGENCY ADMINISTRATION/ MANAGEMENT	OPR: DIR
	DEPARTMENT ORDER: 105 <i>INFORMATION REPORTING</i>	SUPERSEDES: SEE ATTACHMENT A
		EFFECTIVE DATE: SEPTEMBER 1, 1996

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PURPOSE

This Department Order establishes report formats and specifies when each type is used, including proper notification and reporting of significant incidents. This Order also requires that specific statistical information and performance measures be tracked and provided to the Director or designee through scheduled reports.

PROCEDURES

105.01 GENERAL OPERATIONAL REPORT PROVISIONS - Staff shall:

- 1.1 Avoid unnecessary duplication of information by using only the report format(s) that the incident or information to be recorded requires.
- 1.2 Complete specially formatted Special-Purpose Reports as required by Department or Institution Order, for example, special watch logs, confinement logs and the Inmate Observation Record, Form 70501178.
- 1.3 Complete additional reports when required by Department or Institution Order, or when directed to do so by a supervisor.
- 1.4 Ensure that reports that have their own numbering system, (e.g., SIRs) are also assigned a unit report number.
- 1.5 Ensure the unit report number is consistent on all reports and subsequent follow-up reports generated from the same incident.
- 1.6 Photocopy original reports and distribute copies if additional copies are required.
- 1.7 Use a Report Continuation Sheet, Form 40000030, for supplemental information or additional pages of any report that does not have its own continuation form, (e.g., Inmate Discipline).
- 1.8 Provide all reports with numbers according to the numbering system and complete a Report Log, Form 40000179, as required.

105.02 ROUTINE ACTIVITY, INFORMATION REPORTS AND/OR SPECIALTY REPORTS

- 1.1 Routine Activity - Staff shall document routine daily activities on a Correctional Service Log, Form 40000033, including, but not limited to:
 - 1.1.1 Shift activities, events and routine actions.
 - 1.1.2 Inspections of inmate work completion.
 - 1.1.3 Inmate movement or passes issued.
 - 1.1.4 Yard closures and emergency announcements.
 - 1.1.5 Orders and directives.
 - 1.1.6 Any other pertinent information in accordance with Department written instructions.

- 1.2 Information Reports - Staff shall complete an Information Report, Form 40000029:
 - 1.2.1 When required to do so by Department written instructions.
 - 1.2.2 When directed to do so by a supervisor.
 - 1.2.3 To record any situation, routine incident or information that is not covered by any other report.
 - 1.2.3.1 Staff who are made aware of the death of or incapacitating injury of an off duty employee shall complete an Information Report and notify their Personnel Liaison. The Personnel Liaison shall notify the employee's supervisor and the Assistant Director for Human Resources/Development, through the chain of command.
 - 1.3 Incident Management System/Use of Force Reports - Wardens, Deputy Wardens or Administrators shall ensure that staff:
 - 1.3.1 Submit an Incident Management System (IMS) Report, Form 70501135, for any incident during which any element of the IMS is activated, in accordance with Department Order #706, Incident Management System.
 - 1.3.2 In any instance where force is necessary to subdue an inmate, complete a Report on the Use of Force, Form 70501134.
 - 1.4 Supervisor Review of Operational Reports and Logs - Supervisors shall:
 - 1.4.1 Regularly inspect and initial the Correctional Service Logs and ensure that log entries are neat, legible, complete and do not contain grammatical errors, and that staff take the appropriate corrective action when deficiencies are noted.
 - 1.4.2 Review all reports, take appropriate action, initial and forward the reports, through the chain of command, to the Warden, Deputy Warden or Administrator.
 - 1.4.3 Forward photocopies of reports requiring corrective action to the appropriate area or organizational unit.
- 105.03 REQUIRED DIVISION REPORTS TO THE DIRECTOR** - Deputy Directors/Assistant Directors shall provide statistical information and Performance Measure Tracking to the Director or designee as outlined in this Department Order and applicable Technical Manuals.
- 1.1 The Director may require additional reports at his sole discretion.
 - 1.2 Quarterly Reports - Quarterly reports are due October 15th, January 15th, April 15th and July 15th of each year.
 - 1.2.1 **SECTION DELETED**
 - 1.2.2 Arizona Correctional Industries shall submit reports as required by Department Order #115, Authority/Responsibility Delegated to ACI.

- 1.2 The Department's office of Strategic Planning and Budgeting shall consolidate the information received from the Deputy Directors/Assistant Directors and ensure the final report is submitted to the Director within 6 workdays after receiving the information.

105.05 DISCOVERY OF A SIGNIFICANT INCIDENT - *RESTRICTED*

105.06 MAJOR DISTURBANCES AND HOSTAGE SITUATIONS - *RESTRICTED*

105.07 OTHER SIGNIFICANT INCIDENTS - NOTIFICATION/TIME FRAMES - *RESTRICTED*

105.08 MANAGEMENT NOTIFICATIONS/RETENTION OF REPORTS - *RESTRICTED*

DEFINITIONS - *RESTRICTED*

s/s
Terry L. Stewart
Director

ATTACHMENTS

Attachment A, Supersedes

FORMS LIST

40000029, Information Report (2 pages)
40000030, Report Continuation Sheet
40000033, Correctional Service Log
40000179, Report Log
70501133, Significant Incident Report
70501134, Report on the Use of Force
70501135, Incident Management System Report (2 pages)
105-4PF, Performance Measure Tracking

IMPLEMENTATION

Deputy Directors/Assistant Directors shall develop and maintain Technical Manuals that:

- Identify the person(s) responsible for preparing the required division reports.
- Detail the contents of each report.
- Describe the format of each report. To the extent possible, division reports are to be submitted to the Director under one cover memorandum.
- Track and report statistical information and performance measurement for division use or reports not specified in this Order.

The Assistant Director for Inspections and Investigations shall ensure that a detailed Post Order that explains procedures for notifying Executive Staff of significant incidents is made available to Communications Center staff.

DEFINITIONS

BUSINESS DAY - Monday through Friday, except legal holidays.

NUMBERING SYSTEM - A system used to track the reports outlined in this Order. Report numbers shall consist of the two digit numerical designation for the year, the AIMS unit designation code, a four digit report number and the initials indicating the type of report, e.g., the designation for the first Incident Management System (IMS) Report for ASPC-E SMU for 1993 would be 93-A08-0001-IMS. The only reports that shall be subject to this numbering system are:

- Incident Management System (IMS) Reports.
- Use of Force (UOF) Reports.
- Significant Incident Reports (SIR).
- Information Reports (IR)

REPORT LOG - A continuous record of the reports outlined in section 105.02 of this Order, maintained by designated staff in each unit, which shall include:

- The report number.
- Inmate name and number, if applicable.
- The date and time of the report.
- The type of report.
- The name, and badge number, if applicable of the staff member initiating the report.
- A brief description of the subject.
- A cross-reference of other report numbers, if applicable.

- 1.2.3 The Administrative Services Division shall, in accordance with Department Order #1101, Inmate Access to Health Care, submit a report of health care fees collected and debited.
- 1.2.4 Prison Operations, using information provided by institutions and Community Corrections, shall submit the following reports. (The reports shall provide male and female data separately.)
 - 1.2.4.1 Inmate cases heard by the Board of Executive Clemency.
 - 1.2.4.2 Inmates granted parole.
 - 1.2.4.3 Inmates eligible for mandatory/provisional release.
 - 1.2.4.4 Inmates granted mandatory/provisional release.
 - 1.2.4.5 Inmates denied mandatory/provisional release.
- 1.2.5 The Health Services Division shall, in accordance with Department Order 1101, Inmate Access to Health Care, submit a Staff Time Report - Charging for Health Care.
- 1.2.6 The Inspections and Investigations Division shall submit the following reports:
 - 1.2.6.1 Escapes and escape attempts, by unit.
 - 1.2.6.2 Major disturbances, by unit.
 - 1.2.6.3 Use of force reports, by unit.
- 1.2.7 The Director's Office, Legal Services/Discovery Unit shall submit a report of the number of lawsuits against the Department, including current status.
- 1.3 Quarterly Performance Measure Tracking Reports - Quarterly Performance Measure Tracking reports completed on Form 105-4PF are due in accordance with the Department's Office of Strategic Planning and Budgeting Technical Manual. (See 105-T-OSPB.)
- 1.4 Each Division shall submit a Performance Measure Tracking report to the Department's Office of Strategic Planning and Budgeting in accordance with Technical Manual 105-T-OSPB.
- 1.5 The Department's Office of Strategic Planning and Budgeting shall aggregate the Division Performance Measure Tracking reports and distribute the results in accordance with Technical Manual 105-T-OSPB.
- 1.6 Monthly Reports - Monthly reports are due the 15th of each month.
 - 1.6.1 The Department's Office for Strategic Planning and Budgeting shall submit the following reports:
 - 1.6.1.1 Status of Funds Report.
 - 1.6.1.2 Staff Vacancy Report

- 1.6.1.3 Limited and Double Fill Position Report.
- 1.6.2 Prison Operations shall submit the following reports:
 - 1.6.2.1 Inmates enrolled in programs/completing programs, by institution.
 - 1.6.2.2 Inmates in administrative detention, by institution.
 - 1.6.2.3 Population employed, by unit.
- 1.6.3 The Human Resources/Development Division shall submit inmate population reports including:
 - 1.6.3.1 Operational capacity, identifying both permanent and temporary beds, by unit.
 - 1.6.3.2 Population, by unit.
 - 1.6.3.3 Population, by ethnicity, by unit.
 - 1.6.3.4 Inmate intake report, categorized by male and female.
 - 1.6.3.5 Inmate departures including, releases (MR, TR, Parole) and furloughs (escorted, unescorted).
 - 1.6.3.6 Staff hired and terminated, by unit.
 - 1.6.3.7 Number of appointments via the central promotional register process, by unit.
 - 1.6.3.8 Number of appointments via the regular promotional register process, by unit.
- 1.6.4 The Health Services Division shall submit a High-Cost Health Report and a Health Intake Report.
- 1.6.5 The Director's Office, Legal Services/Discovery Unit shall submit a report on the status of all significant, newsworthy or other high priority legal cases.

105.04 GOVERNOR'S MONTHLY REPORT

- 1.1 Each Deputy Director/Assistant Director shall submit the following information for the Governor's Monthly Report to the Department's Office of Strategic Planning and Budgeting.
 - 1.1.1 Information considered to be of interest to the Governor shall be submitted by the 8th workday of each month.
 - 1.1.2 Key performance measurement information shall be submitted by the 15th day of each month in the form prescribed by the Department's Office of Strategic Planning and Budgeting.